

SEP 15 2023

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

1712 Baird farm Circle #2213

Arlington TX 76006

9/14/2023

Dear Madam Honorable Judge

Case # 23-42519

I am having trouble with my lawyer. Thus far I have paid him over \$4000 and he promised to sue the association. The association has illegally and trying to take my property. They never sent me the notice of foreclosure notice as require by Texas Law . In the meantime he told me to file for Bankruptcy so that I can save my property. I have attached the engagement letter. The association and the management company is illegally taking my property. I hired an attorney who promised me sue the association and then told me to file Bankruptcy. Please help me as I am 68 years old and mentally ill and have never had a lawyer in my life. He did not file all the forms I gave him regarding bankruptcy and I had to file it myself. He also did not file the letter I gave him from psychiatrist.

Thanking you

Sincerely

Radesha TH

Radesha Thuraisingham

ps: My attorney has taken \$1000 already.
He took another \$3000
He charged for his time spent on talking to Association
I told him repeatedly not to talk to association without
me in a three way call. I am also willing to go to
Credit counselling. But my eye sight is bad and
need surgery & I am mentally ill. Is there anyway
I can get credit counselling over the phone. Please
The note I have paid all my bills in time. This is illegal.
The Attorney He was supposed to file case deficient documents
on Monday and when I came to the courthouse I was surprised
he did not file it, so please excuse me for late filing
as I was unaware he did not file the document.



THEMIS LEGAL GROUP, PLLC

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ATTORNEY ENGAGEMENT LETTER

1. IDENTIFICATION OF PARTIES. This agreement, is made between Themis Legal Group, PLLC, ("Attorney") and Radesha Thuraisingham ("Client"), email radeshathuraisingham@gmail.com.

2. LEGAL SERVICES TO BE PROVIDED. The legal services to be provided by Attorney to Client are as follows:
Represent Client regarding claim from Home Owners Association Board foreclosure, claim against HOA for bylaw violations and possible bankruptcy.

RESPONSIBILITIES OF ATTORNEY AND CLIENT. Attorney will perform the legal services called for under this agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorney; keep Attorney reasonably informed of developments and of Client's address, telephone numbers and whereabouts; and timely make any payments required by this agreement. To enable the Firm to provide effective legal services in this matter, it is essential that the Client agrees to disclose to us, fully and accurately, all material facts pertaining to this matter, and to keep us informed of all developments related to this matter.

3. COMPENSATION. Legal fees and costs are difficult to estimate. Please be assured that we will make every effort to manage fees and costs by working efficiently and cost-effectively. Unless we agree otherwise, the Firm will bill for attorney, paralegal, and other professional time on an hourly basis, with time billed in 0.1-hour increments at the rates set forth; however, billing will commence at .2. Client will pay Attorney for the legal services provided under this agreement as follows:

Hourly Compensation. In consideration for the services to be performed by Attorney, Client agrees to pay Attorney at the following rate:

Client will pay a retainer of \$3,000 to the Attorney to commence work on the case. The retainer is required to be replenished each time it is exhausted. Attorney has agreed to accept an initial installment of the retainer in the amount of \$3,000 prior to commencing work. If any activity is expected to exceed the amount of money remaining in Client's account, Attorney shall

advise the client and may request that the Client deposit an additional amount equal to the amount of fees the Attorney anticipates charging, e.g., attending mediation or trial (only examples). Attorney will charge an hourly rate of \$225 for work performed by Firm attorneys and up to \$125 for work performed by paralegals. All other attorneys will be billed at \$225 per hour unless modified by agreement with thirty days' notice. Attorney will track time spent on case and bill against the retainer fee. In the event Client's funds are remaining after the case has reached a conclusion, Attorney shall refund any remaining funds to Client within thirty (30) days.

In the event additional legal services are required, they will be billed at a rate of \$225.00 per hour.

Attorney will charge an increment of one tenth of an hour, rounded up for each particular activity to the nearest tenth of an hour. The minimum time charged for any particular activity will be two tenths of an hour.

Attorney will charge for all activities undertaken in providing legal services to Client under this agreement, including, but not limited to, the following: conferences, court sessions, and depositions, preparation and participation; correspondence and legal documents review and preparation; legal research; and telephone conversations, text messages and e-mail correspondence, travel time, and discovery. When two or more of Attorney's personnel are engaged in working on the matter at the same time, such as in conferences between them, the time of each will be charged at his or her hourly rate. We will also bill the Client for third-party services as well as out-of-the-ordinary expenses, such as overnight charges, courier fees, or significant long distance and facsimile charges, and copy charges. Some large disbursements may be forwarded to you for direct payment. Some charges may not be in the system at the time of monthly billing and will appear on a later invoice. Payment is expected for all services and expenses upon receipt of any invoice.

If, while this agreement is in effect, Attorney increases the hourly rates being charged to Client generally for attorney's fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided thirty (30) days or more after written notice of the increase is delivered, or mailed, or emailed to Client. If Client chooses not to consent to the increased rates, Client may terminate Attorney's services under this agreement by written notice effective when received by Attorney, provided Client executes and return a substitution-of-attorney form immediately on its receipt from Attorney if Attorney is Client's attorney of record in any proceeding.

Client acknowledges that Attorney has made no promises about the total amount of attorney's fees to be incurred by Client under this agreement.



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Payment can be submitted via check to the Firm's address or via bank transfer; Attorney will provide banking information for transfers upon request. If you prefer to pay using a card, please notify our office and we will provide a link.

4. **COSTS.** Client will pay all "costs" in connection with Attorney's representation of Client under this agreement. Costs will be advanced by Attorney and then billed to Client unless the costs can be met out of Client deposits that are applicable toward costs; however, Attorney reserves the right to request that Client pay certain Third-Party costs that may from time to time arise. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, messenger service fees, photocopying expenses, and process server fees.
5. **CONFLICTS OF INTEREST.** Recognizing and addressing conflicts of interest is a continuing issue for attorneys and clients. We have implemented procedures to identify conflicts at the outset of each engagement. It is possible that during our representation of you, some of our present or future clients will have disputes or transactions with you. We are accepting this engagement with your understanding and express consent that our relationship with you will not preclude us from continuing or accepting an engagement from a new or existing client, even if the interests of such clients are directly adverse. However, we will not accept an engagement that is directly adverse to you if either: (1) it would be substantially related to the subject matter of our representation of you, or (2) we have obtained from you proprietary or other confidential information of a nonpublic nature that, if known to our other client, could be used in any such other matter by such client to your material disadvantage. You should understand that having similar agreements with other clients helps preserve our ability to continue to represent you.
6. **WITHDRAWAL OR TERMINATION.** Because the Firm will be providing professional services, either the Client or the Firm may terminate our relationship at any time for any reason, by written notice to the other party. In particular, the Firm reserves the right to withdraw from our representation if the Client fails to honor the terms of the Agreement including failing to timely meet payment obligations, fails to cooperate or follow our advice on a material matter, or if any fact or circumstance would, in our view, render our continuing representation unlawful, unethical, or ineffective. If the Firm withdraws from further representation or the Client terminates the relationship, the Client and the Firm jointly agree to take necessary steps, including signing of documents, such as documents consenting to substitution of counsel and/or withdrawal of counsel.

Expenses and other charges accrued on the Client's behalf, including attorney fees, up to the date of termination by either the Firm or the Client will be payable under the payment terms of this Agreement.

- 7. CONCLUSION OF REPRESENTATION; DISPOSITION OF FILES AND DOCUMENTS.** Unless previously terminated, the Firm's representation of the Client will terminate when we send the final statement for services rendered in the Matter. The Firm will retain electronic copies only of documents the Client furnishes to us in our client files for this Matter. The Firm will not maintain physical document files, so please maintain your own copies of the documents you furnish us. At the conclusion of this Matter (or earlier if appropriate), please advise the Firm as to which, if any, documents you wish us to return to you. The Firm may also keep copies for our records. The Firm will retain or dispose of any remaining documents or other materials, including electronic files, in accordance with the Firm's Document Retention Policy in effect.

Once our representation is concluded, we will not be obligated nor will we: notify you of any deadlines, nor, file any papers, pursue appeals, or monitor or advise you about changes in the law or circumstances that might bear upon the concluded matter.

- 8. DISPUTE RESOLUTION.** The Engagement Agreement will be construed and governed in accordance with the laws of the State of Texas without application of choice-of-law provisions that would require the application of laws of another jurisdiction. With regard to any dispute relating to the Engagement Agreement or our relationship, the Firm and the Client (1) irrevocably submit themselves to the exclusive venue and personal jurisdiction of the state and federal courts in Tarrant County, Texas and (2) waive any challenge to venue and personal jurisdiction they may have to a lawsuit filed in the state or federal courts in Tarrant County, Texas. If the Firm and Client enter into the Arbitration Agreement, the terms of the Arbitration Agreement will supersede the dispute resolution terms of this provision and the Firm and Client agree to binding arbitration as set forth in the Arbitration Agreement.
- 9. GUARANTEE DISCLAIMER.** It is important that the Client understands and accepts that the Firm cannot make, and has not made, any guarantee regarding the outcome of this representation. Nothing in this Agreement and no statements by the Firm staff or attorneys constitutes a promise as to results or a guarantee. Any statements by the Firm about the outcome of this Matter are expressions of opinion only. Client agrees that payment of our fees and disbursements is not conditioned on any particular outcome.
- 10. DUTY TO MAINTAIN ACCURATE CONTACT INFORMATION.** Because some matters may be open for years, you agree to keep the Firm updated on the current contact information for the appropriate decision maker at the Client. We will require that updated contact information to provide notice of the status of matters as well as to send the Client a disengagement letter or request instructions for handling of Client files. You agree that after



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the Firm has made two attempts to contact the Client without success and has conducted a reasonable Internet search for contact information, the Firm may assume (1) the Client considers the Matter close, (2) the Firm can destroy the Client's files in accordance with our Document Retention Policy, and (3) the Firm and its attorney's may file papers to withdraw from further representation.

11. GRIEVANCES. The State Bar of Texas investigates and prosecutes professional misconduct by Texas attorneys. Although not every complaint against or dispute with an attorney involves professional misconduct, the Office of General Counsel of the State Bar of Texas will provide you with information about how to file a complaint. For more information, please call 1-800-932-1900.

12. TEXAS LAWYER'S CREED. The Texas Supreme Court has promulgated the Texas Lawyer's Creed and asked lawyers to advise clients about the contents of the Creed when undertaking representation. You can find a copy of the Texas Lawyer's Creed by using this [hyperlink](#). A copy of the Creed is also attached to these Terms of Engagement. The Firm will endeavor to conduct its representation of the Client consistent with the Texas Lawyer's Creed.

13. GENERAL PROVISIONS. This agreement sets forth the entire understanding of the parties and supersedes all prior oral or written agreements regarding the Firm's representation of the Client. Any amendments must be signed in writing and signed by both parties. This agreement shall be construed under the laws of the State of Texas. If any provision of this agreement shall be construed as invalid, illegal, or unenforceable, the remaining portions of this agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this agreement.

14. EFFECTIVE DATE OF AGREEMENT. This agreement becomes effective as of the date it is executed by the parties to do so.

SPECIAL NOTE: ATTORNEY DOES NOT REPRESENT CLIENT AND WILL NOT PERFORM ANY WORK UNTIL BOTH ATTORNEY AND CLIENT EXECUTE THE ATTORNEY ENGAGEMENT LETTER (THIS DOCUMENT) AND CLIENT FUNDS THE REQUIRED RETAINER.

The foregoing is agreed to by:

Radesha Thuraisingham
Radesha Thuraisingham

08/24/2023
Date

/s/ K. Michael Sturgill
Attorney Signature, Attorney

08/24/2023
Date